

**UNIFORM TENDER OF RATES AND/OR
CHARGES FOR TRANSPORTATION SERVICES**

OBM Approval
No: 029-R0257

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|---|---------|--|---|--|--------|--|--|
| 1A. ISSUING CARRIER, BUREAU, AGENCY OR CONFERENCE ROADWAY EXPRESS, INC. | | | | 2A. TENDER NO ICC 3116 | | 2B. SUPPLEMENT NO. | |
| 1B. STANDARD CARRIER ALPHA CODE (SCAC) RDWY | | | | 2C. CANCELS | | 2D. SUPPLEMENT NOS. THAT CONTAIN ALL CHANGES | |
| 3. TENDER TO: ___ U.S. GOVERNMENT ___ OTHER (Specify) DOD | | | | 4. ISSUE DATE 06/01/2000 | | 5. EFFECTIVE DATE 07/01/2000 | |
| 6. EXPIRATION DATE (if any) | | | | | | | |
| 7. MOVEMENT APPLICATION ___ FROM-TO _X_ BETWEEN | | | 8. ACTION CODE (supplements only) ___ ADDITION ___ DELETION ___ CHANGE | | | 9. CARRIER/AGENCY NO. (If Any) | |
| 10. FREIGHT CLASSIFICATION AND COMMODITY DESCRIPTION | | | | | | | |
| 10A. NMFC/UFC ITEM NO. | | 10B. DESCRIPTION OF ARTICLES (use blocks 15 and 17 for transportation services) | | | | | |
| NOT APPLICABLE | | FREIGHT-ALL-KINDS (FAK) EXCEPT CLASS A & B EXPLOSIVES: HAZARDOUS WASTES; AND RADIOACTIVE ARTICLES REQUIRING A HAZARDOUS MATERIAL LABEL. | | | | | |
| (1) SPLC | | (2) POINT NAME, COUNTY, AND STATE | | | | | |
| 11A. ORIGIN | | CONUS POINTS SERVED DIRECT BY ROADWAY EXPRESS AS LISTED IN RDWY TARIFF 111. | | | | | |
| 11B. DESTINATION | | CONUS POINTS SERVED DIRECT BY ROADWAY EXPRESS AS LISTED IN RDWY TARIFF 111. | | | | | |
| 12. Load Application (check appropriate box(es)) ___ LOAD ___ LESS LOAD ___ ANY QUANTITY ___ OVERFLOW NOT APPLICABLE | | | | | | | |
| 13A. RATE OR CHARGE SEE APPENDIX A | | 13B. MINIMUM WEIGHT (S) SEE APPENDIX A | | 14. ROUTE (INCLUDE CARRIER CODE (SCAC) ROADWAY EXPRESS, INC. (RDWY) FOR PICKUP, CALL: 1-800-951-8870 | | | |
| 15. PROTECTIVE SERVICES | | | | | | 16. GOVERNING PUBLICATIONS | |
| (/) | SERVICE | CHARGE | (/) | SERVICE | CHARGE | THE RATES, CHARGES OR SERVICES SHOWN HEREIN ARE SUBJECT TO THE PUBLICATIONS LISTED BELOW: NMFC 100 AND REISSUES THERETO RDWY 111 AND REISSUES THERETO 120% OF ALL ITEMS IN GSA 100-D | |
| | AGS | | | PSS | | | |
| | CSS | | | RSS | | | |
| | DOPS | | | SSS | | | |
| 17A. RATE OR CHARGE | | 17B. DESCRIPTION OF SERVICE AND GOVERNING PUBLICATION | | | | | |
| 17. ACCESSORIAL SERVICE | | 120% OF ALL ITEMS IN GSA 100-D | | 1. RATES NOT APPLICABLE FOR FREIGHT FORWARDER. 2. VAN EQUIPMENT ONLY. 3. TENDER FOR PRIORITY SERVICE. | | | |
| 18. OPERATING AUTHORITY (Note Item 20A) MC 2202 | | | | | | | |

19. COMBINATION RATES (Check appropriate rate)

The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges or other provisions.

The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin and destination, provided that such other points are not more than thirty (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary, in the case of designated commercial zones: (2) the nearest corporate limit, in the case of incorporated communities not in commercial zones; or (3) the nearest post office within other points of origin or destination.

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The rates and charges in this tender may not be used in construction of combination rates or charges.

20. GENERAL TERMS AND CONDITIONS

a. **Lawful Performance:** Operating authorities

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with the applicable Federal, state and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities.

b. **Charges and allowances**

Except as otherwise provided in this tender, shipments made under the provisions of this tender are entitled to those additional services and privileges as are provided in separately published tariffs or tenders to which the carrier(s) participates, including additional tariff or tender charges, rules and regulations applicable to such services and privileges.

c. **Payment**

Except for shipments covered by item 21(3) or 21(4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bills to the "Charges to be billed to" address shown on the face of Standard Form 1103, U.S. Government Bill of Lading.

d. **References**

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplements, amendments or reissues of that item, tender, tariff or classification, unless otherwise specified in this tender.

e. **Cancellation or amendment of tender**

This tender may be cancelled or amended by the carrier(s) on written notice of not less than thirty (30) calendar days, except for shipments made from the original point of origin (or port of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

f. **Filing with regulatory bodies**

The carrier(s) certifies (certify) that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

g. **Alternations and volume of traffic**

This tender shall not apply where charges for services provided under this tender exceed charges otherwise applicable for the same service. Receipt and acceptance of this tender by the Government shall not be considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing basis to the United States Government (subsequently called the Government) based on Section 10721 of the Interstate Commerce Act or other appropriate authority, the transportation services described in this tender, subject to the terms and conditions stated in this tender. The property to which rates apply must be shipped by or for the Government (1) on Government bills of lading; (2) on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend: "Transportation under this tender is for the _____ (Name the specific agency, such as U.S. Department of Defense), and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by the Government" (4) on commercial bills of lading endorsed with the following legend: "Transportation under this tender is for the _____ (Name the specific agency, such as U.S. Department of Defense), and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government, according to cost-reimbursable contract no. _____. This may be confirmed by contacting the agency at _____."

22. Signature(s) or Party(ies) Representing Carrier(s)

| | | |
|--|---|---|
| Issuing Carrier, Bureau, Agency or Conference ROADWAY EXPRESS, INC. PHONE: (330) 258-6596 | Participating Carrier | Participating Carrier |
| By (Signature and Title of Authorized Officer or agent) ROY A. MOOK CONSULTANT – PRICING | By (Signature and Title of Authorized Officer or Agent) | By (Signature and Title of Authorized Officer or Agent) |
| Address 1077 Gorge Boulevard Akron, Ohio 44309-0471 | Address | Address |

**PRICING APPENDIX A
TENDER NUMBER 3116
TIME CRITICAL - PRIORITY SERVICE**

DEFINITION

Roadway Express Time Critical Service will provide guaranteed delivery by the delivery date and time agreed to by the shipper and Roadway Express (see Service Requirement section below). The service must be requested by the shipper on the bill of lading at the time the shipment is tendered to Roadway Express.

SERVICE REQUIREMENT - How to obtain a Quote ID number

Participant must call the Time Critical Department at Roadway Express, Inc. at (800) 951-8870 prior to pickup to insure that Roadway Express, Inc. can meet the requested delivery date and time. Caller must provide 1) phone number, 2) origin city, state, zip code, 3) destination city, state, zip code, 4) shipment weight, 5) date and time available for pick up, and 6) date and time delivery is required.

TIME CRITICAL - PRIORITY SERVICE

Time Critical - Priority Service must be requested on the bill of lading at the time of shipment with the following verbiage: "Tender 3116 - Time Critical Quote ID XXXXXXXX."

SERVICE GUARANTEE (Notes 1 & 2)

Failure of Carrier to meet the agreed-upon deadline will cause Carrier to void 100% of the freight charges for that shipment within 30 days of the date of delivery. Carrier's proof-of-delivery receipt will be used to identify when the shipment was tendered for delivery at or before a requested time, on or before a requested date. In the event the delivery time is not noted on the delivery receipt, the shipment will be considered to have met the specified time requirement.

- Note 1: To the extent that Carrier's service performance may be precluded by acts of God, authority of laws, strikes, lockouts, casualties, or other causes beyond its control from performance hereunder, such performance shall be excused to the extent that it is necessitated by such causes.
- Note 2: Carrier is permitted to terminate this provision of the Tender with or without cause, upon thirty (30) days' written notice to Shipper.

CARRIER'S LIABILITY FOR SERVICE FAILURES

Notwithstanding any other provisions in this Agreement, if Carrier provides Time Critical - Priority Service under this Agreement, the following liability limitations will apply:

Carrier's liability for failure to deliver any shipments within the agreed-upon deadline will not exceed 100% of applicable freight charges for such shipment. Carrier will not be liable for any incidental, consequential, or special damages as a result of its failure to deliver all or part of any shipment, and/or its failure to meet the agreed-upon date and time of delivery.

PRICING

This tender will apply on the following shipments which Roadway Express, Inc. (CARRIER) originates and serves direct and CUSTOMER is the payor of the freight charges (unless otherwise noted herein). Applies on MC, LTL and TL shipments.

INBOUND/OUTBOUND/THIRD PARTY

Base rates: GSA No. 1000-D and reissues thereto

Rated at: Freight-all-kinds

Factor: 259%

Minimum Charge Floor: \$200.00

GOVERNING PUBLICATIONS

Apply rules and related charges as published in tariffs listed below:

GSA 100 -D and reissues thereto

NMFC 100 Series

RDWY 111 Series

NON APPLICATION

(Tender will not apply to the following)

Exclusive Use, Reconsignment or Diversion of Shipment, Points Outside the Contiguous United States (except when through rates are published, pricing will apply on international business within the United States).